

Doc. # 4686

15B

MEMORANDUM

NOVEMBER 21, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: KEVIN MORRISON, ASSISTANT GENERAL COUNSEL

SUBJECT: PROFESSIONAL SERVICES CONTRACT
POSTERNAK, BLANKSTEIN & LUND

The Authority's staff is presently reviewing certain proposed transfers of Chapter 121A projects, namely Academy Homes and Roxse Homes I, in accordance with Transfer of Physical Asset applications which have been granted preliminary approval by the federal Department of Housing and Urban Development and the Authority's power to approve or disapprove such transfers under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, both as amended.

To assist the Legal Department in reviewing the proposed transfers, it is recommended that the Authority authorize a Professional Services Contract (the "Contract") with the firm of Posternak, Blankstein & Lund. This Contract would be for a period of forty-five (45) days with a maximum compensation of \$8,000.

An appropriate vote follows:

VOTED: That the Director be, and he hereby is, authorized to enter into a Professional Services Contract with the law firm of Posternak, Blankstein & Lund, in substantially the form attached.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

POSTERNAK, BLANKSTEIN & LUND

THIS AGREEMENT entered into this _____ day of November, 1985 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, Massachusetts, (hereinafter referred to as the "Authority"), and Posternak, Blankstein & Lund, 100 Charles River Plaza, Boston, Massachusetts, 02114, (hereinafter referred to as the "Contractor").

I. Scope of Services

The Contractor, as directed by the Authority's Legal Department, shall perform the following services:

- A. Review all relevant documentation in the Authority's files in connection with the proposed transfer of certain 121A projects, namely Academy Homes I (also known as Buse Boston, Inc.) and Roxse Homes (also known as Roxse Homes, Inc.);
- B. Secure and review from outside agencies relevant documentation, regulations, etc. in connection with the transfers of both the beforementioned projects, for example, from the Department of Housing and Urban Development ("HUD"), the Suffolk Registry of Deeds and other public entities;
- C. Review the statutory powers of the Authority to approve or disapprove the transfer of projects in general under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, both as amended (collectively "Chapter 121A");
- D. Prepare analyses and/or opinions concerning the transfer of both projects under Chapter 121A and applicable HUD regulations and guidelines; and
- E. Perform such other legal services as are requested.

II. Compensation

The Authority shall pay the Contractor an hourly fee of one hundred thirty-five dollars (\$135.00) for the time expended by Stanley N. Wallerstein, Esq. in providing services hereunder. Other associates of the Contractor shall be compensated at the rate of sixty dollars (\$60.00) per hour.

The above fee shall be considered to include all other costs incurred by the Contractor in respect to the services described herein, including, but not limited to, fringe benefits, office expenses, reproduction costs, travel, supplies and equipment, general cost of doing business and profit.

In no event will the total compensation paid hereunder exceed the maximum sum of eight thousand dollars (\$8,000.00) for any and all services specified in this Contract.

III. Method of Payment

The Contractor shall make monthly application for payment of fees earned and payment will be on a monthly basis. Each such application shall contain an itemization of the total time the Contractor worked on this Contract, and his total fee hereunder. Upon receipt and approval of the application for payment, the Authority shall pay one hundred percent (100%) of the fees as earned as computed under Article II.

IV. Time of Performance

All work under this Agreement shall be completed within forth-five (45) days.

V. Terms and Conditions

This Contract is made subject to and incorporates the provisions of the attached form "Part II - Terms and Conditions" HUD-261B, (2-69), wherein the "Local Public Agency" shall mean the "Authority".

VI. Any notice or request required to be given to the Contractor hereunder may be given or made by delivery to or mailed postage prepaid to the "Boston Redevelopment Authority", 9th Floor, City Hall, Boston, Massachusetts, 02201.

Any notice or request required to be given to the Contractor hereunder may be given or made postage prepaid to Stanley N. Wallerstein, Esq., Posternak, Blankstein & Lund, 100 Charles River Plaza, Boston, Massachusetts, 02214.

VII. Final Release

In consideration of the execution of this Agreement by the Authority, the Contractor agrees that simultaneously with the acceptance of the Authority's final payment under this Contract, the Contractor will execute and deliver to the Authority, an instrument under seal releasing and forever discharging the Authority to and from any and all claims, demands, and liabilities whatsoever of every name and nature both at law and equity, arising from, growing out of, or in any way connected with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized and their respective seals affixed hereto as of the date first above written.

ATTEST

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

CONTRACTOR

By: _____
Posternak, Blankstein & Lund

APPROVED AS TO FORM

Assistant General Counsel